
THE CITY OF KANKAKEE
KANKAKEE COUNTY, ILLINOIS

ORDINANCE

NUMBER _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF
350 WEST RIVER STREET, KANKAKEE, ILLINOIS

CHRISTOPHER W. CURTIS, Mayor
STACY GALL, City Clerk

MICHAEL PRUDE
CHERRY MALONE-MARSHALL
MICHAEL O'BRIEN
DAVID BARON
DAVID CRAWFORD
LARRY OSENGA
DANITA SWANSON

LANCE MARCZAK
VICTOR NEVAREZ
CARMEN LEWIS
KELLY JOHNSON
MICHAEL COBBS
FRED TETTER
P. CARL BROWN

Aldermen

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE PURCHASE OF
350 WEST RIVER STREET, KANKAKEE, ILLINOIS**

WHEREAS, the City of Kankakee finds that it is necessary and convenient to acquire certain real estate located at 350 West River Street, Kankakee, Illinois (the “Subject Property”) for the purchase price of \$90,500.00; and

WHEREAS, said Subject Property is currently owned by Raymond Meredith Sr. and Rose Meredith (collectively “Seller”) and is located within the City of Kankakee corporate limits; and

WHEREAS, the City of Kankakee will acquire the Subject Property from Seller pursuant to the terms set forth in the Purchase and Sale Agreement attached hereto and incorporated herein as **Exhibit A** for public purposes; and

WHEREAS, the Subject Property will be for public usefulness, utility, advantage, or benefit and the use of the Subject Property will be directly beneficial to a considerable number of the members of the community; and

WHEREAS, the acquisition of the Subject Property will affect the community as distinguished from an individual; and

WHEREAS, the public will reap the benefit of public possession and use.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kankakee, Kankakee County, Illinois, by and through its home rule powers, as follows:

Section 1: The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The City of Kankakee declares that it is necessary and convenient to purchase the real estate located at 350 West River Street, Kankakee, Illinois from Seller.

Section 3: The City Council hereby authorizes and directs the Mayor and City Clerk to execute any and all documents necessary to carry out the purchase and transfer of the Subject Property to the City of Kankakee, including but not limited to, the execution of a Purchase and Sale Agreement attached hereto as Exhibit A, ALTA statements, RESPA (closing) statements, title company documents, disbursement of funds for payment of said real estate, and any and all other necessary acts to obtain title to said real estate, and to give the Mayor full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done to purchase and obtain title to said real estate for the City of Kankakee.

Section 4: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5: All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6: The City Clerk is hereby directed to publish this Ordinance as prescribed by statute.

Section 7: This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council of the City of Kankakee, Kankakee County,

Illinois this ____ day of _____, 2021, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
PRUDE				
MALONE-MARSHALL				
O'BRIEN				
BARON				
CRAWFORD				
OSENGA				
SWANSON				
MARCZAK				
NEVAREZ				
LEWIS				
JOHNSON				
COBBS				
TETTER				
BROWN				
MAYOR CURTIS				
TOTAL				

APPROVED by the Mayor of the City of Kankakee, Kankakee County, Illinois on this

_____ day of _____, 2021.

CHRISTOPHER W. CURTIS
Mayor

ATTEST:

Stacy Gall, City Clerk

EXHIBIT A

**PURCHASE AND SALE AGREEMENT FOR
350 WEST RIVER STREET, KANKAKEE, ILLINOIS**

Purchase and Sale Agreement for 350 West River Street, Kankakee, Illinois

This Purchase and Sale Agreement hereinafter ("Agreement") by and between **RAYMOND MEREDITH SR. AND ROSE MEREDITH** ("Seller") and the **CITY OF KANKAKEE**, an Illinois municipal corporation ("Buyer") and together with Seller, the "Parties", regarding the property commonly known as 350 West River Street, Kankakee, Illinois (the "Property") for the purchase price of **\$90,500.00**, which property consists of a single-family residence.

The Permanent Index Number: 16-17-06-224-005

Legal description is attached as Exhibit A.

1. Earnest Money. Twenty-Five Thousand Dollars (\$25,000.00) shall be held by the Title Company. Seller will use Kankakee Title ("Title Company") for the purpose of the Closing, and as the policy issuer (the "Policy Issuer"). The location of closing will be at Kankakee Title, Kankakee, Illinois. Earnest money to be deposited within five (5) days of City Council approval referenced in Paragraph 2.

A. If the transaction closes in accordance with the terms of this Agreement, at Closing, the Earnest Money shall be delivered by Escrow Agent to Seller as part payment of the Purchase Price. If the transaction fails to close due to a default on the part of Buyer, Seller shall have the remedy options provided for in this Agreement. If the transaction fails to close due to a default on the part of Seller, Buyer shall have the remedy options provided for in this Agreement.

2. Buyer's Contingency. Performance of the Agreement is contingent on the approval of this Agreement by the Kankakee City Council on June 22, 2021.

3. Seller's Representations and Warranties. Seller represents and warrants to Buyer that to their actual knowledge as of the date of this Agreement as follows:

A. There is no pending litigation against the Property or the owner of the Property which may affect the Property.

B. There are no tenants currently occupying the Property.

C. Without prior written notice to Buyer, Seller shall not enter into any new leases during the pendency of this Agreement.

D. There are no other contracts or agreements relating to the Property that shall survive the closing and that there are no mortgages or liens (except the lien for general real estate taxes) affecting the Property that will not be satisfied and removed at the Closing.

E. Environmental Matters. To Seller's knowledge, (i) no hazardous materials are (or have been) located on, released into the environment from, or discharged, placed or disposed of on, from, or under the Property, or transported from the Property, (ii) no underground storage tanks are (or have been) located on the Property, (iii) the Property has never been used as a landfill or dump site for waste material, and (iv) there is no asbestos containing material or lead based paint present on the Property.

F. Survival of Representations. Seller's representations and warranties shall be renewed at the Closing and shall survive the Closing.

4. Title. Seller shall be using Kankakee Title (the "Title Company"), to provide title. The Title Company shall perform the Closing at the Kankakee Title Kankakee office, and act as Escrow Agent. Buyer shall have until not later than fifteen (15) days after receipt of the last of (i) the Commitment, and (ii) all Schedule B Documents, (all of items (i) and (ii) shall be delivered to Buyer no less than forty-five (45) days prior to closing), in which to deliver to Seller, at Buyer's election, in writing, and in Buyer's sole discretion, such objections as Buyer may have to any matters contained in the Commitment ("Objectionable Exceptions"). In such event, within ten (10) days after Buyer's notice, Seller shall utilize its best efforts to cause Title Company to waive or insure over any such Objectionable Exceptions to Buyer's satisfaction and provide Buyer with a copy of a revised Commitment. In the event that Seller, after utilizing its best efforts, is not able to cause the Title Company to waive or insure over the Objectionable Exceptions to Buyer's satisfaction. Buyer may elect to either (a) terminate the Agreement in Buyer's sole discretion at which point the Agreement shall be terminated and all Earnest Money shall be returned to Buyer, or (b) waive the uncured objections and proceed to Closing and take title subject to such exceptions.

5. Closing. The Closing Date shall be on or before ~~August 13, 2021~~ ^{August 27, 2021} unless extended by mutual agreement of the Parties.

6. Possession. Seller agrees to surrender possession of the Property and all contents in the existing residence and any items of personal property shall be removed on or before the Closing Date. The Property shall be conveyed in the same or similar condition as it was upon the acceptance of the Agreement.

7. Deed and Other Closing Documents. The Seller shall provide a General Warranty Deed. Seller shall also provide an Affidavit of Title, subject only to the following: covenants, conditions and restrictions of record; public and utility easements, of record which do not underlie the improvements on the Property and which are not violated thereby and general real estate taxes for the year 2020 and 2021 that are not yet due and owing. Seller should also provide a FIRPTA Affidavit and Bill of Sale and any required title clearance documents and such other documents that may be necessary to effectuate the transaction.

8. Closing Costs. Seller shall pay the cost of the owner's title insurance policy and ½ of the escrow closing costs. Buyer shall pay Buyer's recording fees and ½ of the escrow closing costs. Each party shall pay the costs of their own attorneys.

9. Risk of Loss. Prior to Closing, the risk of loss shall remain with the Seller. If, prior to Closing, the Property or any part thereof shall be condemned, or destroyed or damaged by fire or other casualty, or become contaminated with any environmental contamination, Seller shall promptly so notify Buyer. If the Property or any part thereof shall be condemned or contaminated such that damages to the affected Property, at the option of Buyer, which option shall be exercisable, if at all, by written notice thereof to Seller within twenty (20) business days after Buyer receives written notice of such fire, earthquake or other casualty, condemnation, Buyer may terminate this Agreement.

10. Notices. Facsimile transmissions and emails are effective as of the date of transmission, without a US mail copy from 7:00 a.m. - 6:00 p.m. Central time, Monday through Friday. Notices to Seller shall be sent to:

If to Seller: Raymond Meredith Sr. and Rose Meredith

With a copy to:

If to Buyer: City of Kankakee
304 South Indiana Avenue
Kankakee, Illinois 60901
Attn: Mayor Christopher W. Curtis
cwcurtis@citykankakee-il.gov

With a copy to: Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435
Attn: Christian G. Spesia
cspezia@spesia-taylor.com

11. Seller's Remedies Upon Buyer's Default. In the event the closing fails to occur solely because of Buyer's default, the Earnest Money, together with accrued interest, shall be paid to the Seller as liquidated and agreed damages and in full satisfaction of all claims of Seller hereunder. The parties recognize the payment of said monies to be liquidated damages recognizing that it would be difficult and impracticable, under the presently known and anticipated facts and circumstances, to ascertain and fix actual damages that Seller would incur as a result of a default by the Buyer.

12. Buyer's Remedies Upon Seller's Default. In the event the closing fails to occur solely because of Seller's default (including Seller's obligation to meet the Closing Date), then Buyer may, at its option, terminate the Agreement and receive a full and immediate return of the Earnest Money, or Buyer may seek specific performance of this Agreement and pursue any and all rights at law or equity directly against the Seller, as the case may be.

13. Real Estate Tax Proration. Taxes shall be pro-rated at 100% of the last ascertainable tax bill.

14. Survey. Intentionally omitted.

15. Indemnification. Seller shall indemnify, defend and hold harmless Buyer and its elected officials, employees, agents and attorneys from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and costs) (individually or collectively a "Claim") incurred by Buyer arising from, or relating to any alleged tenant of Seller ("Seller Lease"), relating to an alleged violation by Seller of the Seller Lease, if any. Seller's indemnification obligations under this Section shall survive the Closing.

16. Miscellaneous.

A. Entire Agreement. This Agreement embodies the entire agreement between the parties, and there are no other agreements or understandings, oral or written between Buyer and Seller, except as recited herein.

B. Amendments. No amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

C. Successors and Assigns. All the terms and conditions of this Agreement are hereby made binding on the respective executors, heirs, devisees, administrators, personal representatives, successors and permitted assigns of both parties hereto.

D. Captions. The captions and headings used in connection with the paragraphs and provisions of this Agreement are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning, scope or intent of the provisions hereof.

E. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Illinois, without regard to its conflict of law's provisions. Exclusive venue in the event of a dispute over the terms of this Agreement shall be in the Circuit Court of Kankakee County.

F. Counterparts. This Agreement may be executed by the parties in separate duplicate counterparts, all of which taken together shall constitute one document binding on all the parties hereto, notwithstanding that all parties hereto may not be signatories to the original or the same counterpart.

G. Time Computation. In computing any period pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period-so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or such legal holiday.

H. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provision hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(remainder of page intentionally left blank)

Exhibit A

Legal Description of Subject Property

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Agreement on the dates set forth below.

SELLER:

By: 
Raymond Meredith Sr.

By: 
Rose Meredith

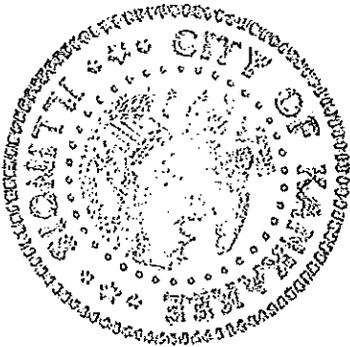
Date: _____

BUYER:

CITY OF KANKAKEE
By: 
Christopher W. Curtis
Title: Mayor

Attest:
By: 
Stacy Gall
Title: City Clerk

Date: 06/14/2021





Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: 350 W. River St.
 City, State & Zip Code: Kankakee, IL 60901
 Seller's Name: ROSE MARIE DITTA

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of _____, 20____, and does not reflect any changes made or occurring after that date or information that becomes known to the seller after that date. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "am aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation, in the additional information area of this form.

	YES	NO	N/A	
1.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Seller has occupied the property within the last 12 months. (No explanation is needed.)
2.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of flooding or recurring leakage problems in the crawl space or basement.
3.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that the property is located in a flood plain or that I currently have flood hazard insurance on the property.
4.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the basement or foundation (including cracks and bulges).
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of leaks of material defects in the roof, ceilings, or chimney.
6.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the walls, windows, doors, or floors.
7.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the electrical system.
8.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
9.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of material defects in the well or well equipment.
10.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe conditions in the drinking water.
11.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the heating, air conditioning, or ventilating systems.
12.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the fireplace or wood burning stove.
13.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
14.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of radon on the premises.
15.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
16.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
17.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
18.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of current infestations of termites or other wood boring insects.
19.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
20.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of underground fuel storage tanks on the property.
21.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware of boundary or lot line disputes.
22.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
23.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary:

Check here if additional pages used: _____

Seller certifies that seller has prepared this statement and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

Seller: *Dorinda M. [Signature]* Date: *6-3-21*

Seller: *Rose M. [Signature]* Date: *6-3-21*

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT HE MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.

Prospective Buyer: *Pauli Brewer Watson* Date: *6/14/2021* Time: *12:11 PM*

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 7715 et seq.

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

"Residential real property" means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, who has an interest (legal or equitable) in residential real property. However, "seller" shall not include any person who has both (i) never occupied the residential real property and (ii) never had the management responsibility for the residential real property nor delegated such responsibility for the residential real property to another person or entity.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of residential real property by means of a transfer for value to which this Act applies.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Applicability; Exceptions. The provisions of this Act do not apply to the following:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee's secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers pursuant to testate or intestate succession.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure form furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has not been occupied.

Section 20. Disclosure Report; Completion; Time of Delivery. A seller of residential real property shall complete all applicable items in the disclosure document described in Section 35 of this Act. The seller shall deliver to the prospective buyer the written disclosure statement required by this Act before the signing of a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor's occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure supplement. If, prior to closing, any seller has actual knowledge of an error, inaccuracy, or omission in any prior disclosure document after delivery of that disclosure document to a prospective buyer, that seller shall supplement the prior disclosure document with a written supplemental disclosure.

Section 35. Disclosure report form. . . [omitted]

Section 40. Material defect. If a material defect is disclosed in the Residential Real Property Disclosure Report, after acceptance by the prospective buyer of an offer or counter-offer made by a seller or after the execution of an offer made by a prospective buyer that is accepted by the seller for the conveyance of the residential real property, then the Prospective Buyer may, within three business days after receipt of that Report by the prospective buyer, terminate the contract or other agreement without any liability or recourse except for the return to prospective buyer of all earnest money deposits or down payments paid by prospective buyer in the transaction. If a material defect is disclosed in a supplement to this disclosure document, the prospective buyer shall not have a right to terminate unless the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure document was completed and signed by the seller. The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is personally delivered to at least one of the sellers identified in the contract or other agreement or when deposited, certified or registered mail, with the United States Postal Service, addressed to one of the sellers at the address indicated in the contract or agreement, or, if there is not an address contained therein, then at the address indicated for the residential real property on the Report.

Section 45. Effect of Act on Other Statutes or Common Law. This Act is not intended to limit or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Disclosure Report; Method of Delivery. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal or facsimile delivery to the prospective buyer;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express, UPS, or Airborne, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure document prior to the conveyance of the residential real property, the buyer shall have the right to terminate the contract. A person who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that he knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: June 14, 2021

Seller: *[Signature]* → *[Signature]*



ILLINOIS REALTORS®
DISCLOSURE OF INFORMATION ON RADON HAZARDS
 (For Residential Real Property Sales or Purchases)



Radon Warning Statement

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling showing elevated levels of radon in the seller's possession.

The Illinois Emergency Management Agency (IEMA) strongly recommends ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and mitigated if elevated levels are found. Elevated radon concentrations can easily be reduced by a qualified, licensed radon mitigator.

Seller's Disclosure (initial each of the following which applies)

- _____ (a) Elevated radon concentrations (above EPA or IEMA recommended Radon Action Level) are known to be present within the dwelling. (Explain).
- _____ (b) Seller has provided the purchaser with the most current records and reports pertaining to elevated radon concentrations within the dwelling.
- RM* RM (c) Seller either has no knowledge of elevated radon concentrations in the dwelling or prior elevated radon concentrations have been mitigated or remediated.
- RM RM* (d) Seller has no records or reports pertaining to elevated radon concentrations within the dwelling.

Purchaser's Acknowledgment (initial each of the following which applies)

- _____ (e) Purchaser has received copies of all information listed above.
- _____ (f) Purchaser has received the IEMA approved Radon Disclosure Pamphlet.

Agent's Acknowledgement (initial IF APPLICABLE)

- LR* (g) Agent has informed the seller of the seller's obligations under Illinois law.

Certification of Accuracy

The following parties have reviewed the information above and each party certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

Seller	<u>[Signature]</u>	Date	_____
Seller	<u>[Signature]</u>	Date	<u>June 3, 2021</u>
Purchaser	<u>[Signature]</u>	Date	<u>June 14, 2021</u>
Purchaser	_____	Date	_____
Agent	<u>[Signature]</u>	Date	<u>4-29-2021</u>
Agent	_____	Date	_____

Property Address: 350 W. Limer St.
 City, State, Zip Code: Kankakee, IL 60901



ILLINOIS ASSOCIATION OF REALTORS®



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address: 350 W. Buee St. Hankook, IL 60901

Seller's Disclosure (Initial)

R.M. [Signature]

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

R.M. [Signature]

- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the seller (check one below):
 - Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

[Signature]
[Signature]
[Signature]

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check one below):
 - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

[Signature]

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge, that the information they have provided is true and accurate.

Seller <i>[Signature]</i>	Date <u>1 / 1</u>	Purchaser <i>[Signature]</i>	Date <u>6/14/2021</u>
Seller <i>[Signature]</i>	Date <u>6/3/21</u>	Purchaser _____	Date <u>1 / 1</u>
Agent <i>[Signature]</i>	Date <u>6-29-2021</u>	Agent _____	Date <u>1 / 1</u>

6-3-21

From: "BBright@spesia-taylor.com (Becky Bright)" <BBright@spesia-taylor.com>
To: "citycouncil@citykankakee-il.gov" <citycouncil@citykankakee-il.gov>
Cc: "cwcurtis@citykankakee-il.gov" <cwcurtis@citykankakee-il.gov>, "Bjbrewer-watson@citykankakee-il.gov" <Bjbrewer-watson@citykankakee-il.gov>, Chris Spesia <CSpesia@spesia-taylor.com>, Jeff Taylor <JTaylor@spesia-taylor.com>
Date: 06/17/2021 03:46 PM
Subject: [citycouncil] Ordinance Authorizing Purchase of 350 West River Street, Kankakee (Raymond & Rose Meredith, Sellers)

Good afternoon:

Attached please find:

- An Ordinance Authorizing the Purchase of 350 West River Street, Kankakee, Illinois.

Kindly attach the signed Purchase and Sale Agreement to this Resolution.

If you have questions or need anything else in this regard, please advise. Thank you.

Chris Spesia

Christian G. Spesia
 Partner
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FILED
 2021 JUN 18 AM 9:14
 CITY CLERK
 CITY OF KANKAKEE

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Attachments:

File: [ATT00003.txt](#) Size: 1k Content Type: text/plain

File: [ATT00004.html](#) Size: 9k Content Type: text/html
 (Shown Inline)

File: [Ordinance Authorizing Purchase of 350 W River St, Kankakee \(CSpesia June 17 2021\).docx](#) Size: 32k Content Type: application/vnd.openxmlformats-officedocument.wordprocessingml.document

File: Signed Size: Content Type: application/pdf
Purchase and Sale 377k
Agreement (350 W
River St,
Kankakee).pdf